

**Feldman, Stephen (Perkins Coie)**

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**From:** Feldman, Stephen (Perkins Coie)  
**Sent:** Tuesday, March 11, 2014 9:20 AM  
**To:** 'Corey Tolliver'  
**Cc:** 'Will Patterson'; 'dean@farlawfirm.com'  
**Subject:** RE: Queen Ave.

Gentlemen,

Despite my request for confirmation, I have heard nothing from any of you. (In addition to the email below, I also left voicemail messages yesterday for both Corey and Dean.)

This is a straightforward matter. My clients have transferred their title to the Transferred Assets to River City, thereby satisfying the one and only condition precedent to the release to my clients of the funds held by Chicago Title in the First Escrow Account. The settlement agreement between our clients contemplates the parties jointly instructing Chicago Title to release to my clients the funds in the First Escrow Account immediately upon satisfaction of the aforementioned condition precedent. I have sent you a simple and clear instruction to Chicago Title and have asked only that you confirm that River City authorizes the sending of the instruction.

I hope and trust that you will provide the requested confirmation without further delay.

Thank you.

Stephen

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**From:** Feldman, Stephen (Perkins Coie)  
**Sent:** Monday, March 10, 2014 10:10 AM  
**To:** 'Corey Tolliver'  
**Cc:** 'Will Patterson'; 'dean@farlawfirm.com'  
**Subject:** RE: Queen Ave.

Corey, Dean, and/or Will,

As you know, my clients have now transferred their title to the Transferred Assets to River City. Accordingly, pursuant to paragraph 15 of the Settlement Agreement between our clients, the condition for releasing to my clients the \$150,000 being held by Chicago Title in the "First Escrow Account" (established by the Escrow Agreement dated February 18, 2014) has been satisfied. Thus, in accordance with paragraph 15 of the Settlement Agreement and paragraph 3(d) of the Escrow Agreement, our clients are to send joint, written instructions to Chicago Title, which instruct Chicago Title to deliver the \$150,000 in the First Escrow Account to my clients. Attached below is a proposed form of such instructions. (Please note that, pursuant to paragraph 5 of the Escrow Agreement, the instructions to Chicago Title may be sent via email to Kelly M. Norton.)

Please confirm at your earliest convenience that you authorize the sending of the instructions to Chicago Title in the form set forth below.

Thanks,  
Stephen

Kelly,

We are writing with regard to the Escrow Agreement dated February 18, 2014 (a copy of which is attached). Pursuant to paragraph 3(d) of the attached Escrow Agreement, please accept this email as joint, written instructions to Chicago Title Company ("Chicago Title") from (i) David L. Ellis, Pamela L. Ellis, and Farouk H. Al-Hadi (referred to collectively in the Escrow Agreement and herein as "Seller") and (ii) River City Environmental, Inc. ("River City"), whereby Seller and River City jointly instruct Chicago Title to disburse to Seller the full \$150,000 currently being held by Chicago Title in the First Escrow Account (as identified in the Escrow Agreement).

Please let us know if you have any questions.

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From: Feldman, Stephen (Perkins Coie)  
Sent: Friday, March 07, 2014 2:52 PM  
To: 'Corey Tolliver'  
Cc: 'Will Patterson'; 'dean@farlawfirm.com'  
Subject: RE: Queen Ave.

Attached is a fully-executed copy of the Asset Transfer Agreement.

From: Feldman, Stephen (Perkins Coie)  
Sent: Friday, March 07, 2014 12:52 PM  
To: 'Corey Tolliver'  
Cc: Will Patterson; dean@farlawfirm.com  
Subject: RE: Queen Ave.

Ok, but there shouldn't be too much to discuss. My clients are signing the title transfer document, and I should be able to get that to you by the end of the day.

From: Corey Tolliver [mailto:corey@farlawfirm.com]  
Sent: Friday, March 07, 2014 12:25 PM  
To: Feldman, Stephen (Perkins Coie)  
Cc: Will Patterson; dean@farlawfirm.com<mailto:dean@farlawfirm.com>  
Subject: RE: Queen Ave.

I am in depositions, and have been for the last couple days. I've asked my partner, Dean Alterman, to discuss this matter with you in my absence.

Corey Tolliver

[T] 503-546-4620

[F] 503-517-8204

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12y6NLsHo%3D%0A&m=W5XhIN14fm5w7z%2FHWfbK3mnbyWeIFYwHyDT%2FrI4AJ48%3D%0A&s=1e85b2db38867e3d68258902417dc85f34db4ac357d340b5937e5551c6060d70>

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From: Feldman, Stephen (Perkins Coie) [mailto:SFeldman@perkinscoie.com]  
Sent: Friday, March 07, 2014 12:23 PM  
To: Corey Tolliver  
Cc: Will Patterson  
Subject: RE: Queen Ave.

Corey,

Having not heard from you, I have gone ahead and prepared an Asset Transfer Agreement, an unsigned copy of which is attached. As you will see, the Asset Transfer Agreement is consistent with the description in my March 5 email below, and it is also consistent with paragraph 13 of the Settlement Agreement between our clients. I am in the process of obtaining my clients' signatures on the Asset Transfer Agreement, and I will send you a fully-executed copy as soon as I can.

Please let me know if you have any questions.

Thanks,  
Stephen

From: Feldman, Stephen (Perkins Coie)  
Sent: Thursday, March 06, 2014 3:21 PM  
To: 'Will Patterson'

Cc: 'kevin@farlawfirm.com'; 'Corey Tolliver'

Subject: RE: Queen Ave.

Corey,

Please let me know when you are available to discuss this matter.

Thanks,  
Stephen

From: Feldman, Stephen (Perkins Coie)

Sent: Wednesday, March 05, 2014 4:43 PM

To: 'Will Patterson'

Cc: kevin@farlawfirm.com<mailto:kevin@farlawfirm.com>; Corey Tolliver

Subject: RE: Queen Ave.

Great. Thanks, Will. I will look forward to hearing from Corey.

From: Will Patterson [mailto:Will@farlawfirm.com]

Sent: Wednesday, March 05, 2014 4:41 PM

To: Feldman, Stephen (Perkins Coie)

Cc: kevin@farlawfirm.com<mailto:kevin@farlawfirm.com>; Corey Tolliver

Subject: Re: Queen Ave.

Hi Stephen,

Corey Tolliver will be handling this matter in my absence. I have included him on this email chain.

Best regards,

Will Patterson

Sent from my iPhone

On Mar 5, 2014, at 4:35 PM, "Feldman, Stephen (Perkins Coie)"

<SFeldman@perkinscoie.com<mailto:SFeldman@perkinscoie.com>> wrote:

Hi Kevin,

As I mentioned in the voicemail I just left you, I am forwarding the email that I sent to Will (see below).

Please give me a call to discuss this matter at your earliest opportunity.

Thanks,  
Stephen

Stephen M. Feldman | Perkins Coie LLP

1120 N.W. Couch Street

Tenth Floor

Portland, OR 97209-4128

PHONE: 503.727.2058

FAX: 503.346.2058

E-MAIL: sfeldman@perkinscoie.com<mailto:sfeldman@perkinscoie.com>

P Please consider the environment before printing this email. Thank you.

From: Feldman, Stephen (Perkins Coie)  
Sent: Wednesday, March 05, 2014 4:28 PM  
To: Will@farlawfirm.com<mailto:Will@farlawfirm.com>  
Subject: Queen Ave.

Will,

I am writing to follow up on the Settlement Agreement between our clients, which is dated February 14, 2014 (the "Agreement"). I wanted to let you know that because of unanticipated delays associated with the EPA component of the settlement agreement that is outlined in Document 378 of the Absorbent Technologies bankruptcy proceeding (and that is referenced in paragraph 10 of the Agreement), we have carved out of that settlement agreement the component related to the transfer of the "Queen Ave. Personal Property" to my clients (aka the "Queen Ave. Landlord"). Attached is a copy of the Stipulated Order Approving and Implementing the Trustee's Proposed Settlement with the Queen Ave. Landlord, which was just entered by the bankruptcy court. As you will see, this Stipulated Order simply ratifies the property transfer component of the larger settlement that was outlined in Document 378. Specifically, the Stipulated Order states that "the Estate hereby releases and conveys any and all rights, title, and interests it may have or claim in the Queen Ave. Personal Property, including, without limitation, any and all rights, title, and interests of WCT and Vencore now held by the Estate, to the Queen Ave. Landlord."

As set forth in the Stipulated Order, the Queen Ave. Personal Property includes all tangible personal property located at the Queen Avenue property, including all such machinery, fixtures, and equipment. Thus, the Queen Ave. Personal Property necessarily includes those assets identified in the Agreement as the "Transferred Assets." Accordingly, my clients now have title to the Transferred Assets and, in accordance with paragraph 13 of the Agreement, my clients intend to "execute appropriate documentation to transfer such title to River City." I believe that this documentation can be a simple document stating that all rights, title, and interests to the Transferred Assets now held by my clients are released and conveyed to River City. Assuming that you agree, I will prepare and send you a draft conveyance document. Please confirm that I should go ahead and do so.

Thanks,  
Stephen  
Stephen M. Feldman | Perkins Coie LLP  
1120 N.W. Couch Street  
Tenth Floor  
Portland, OR 97209-4128  
PHONE: 503.727.2058  
FAX: 503.346.2058  
E-MAIL: sfeldman@perkinscoie.com<mailto:sfeldman@perkinscoie.com>  
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<Absorbent Order.pdf>